

REMARKS

Claims 1-2, 4-7, 16-18, 24, and 31 have by the present Office Action been finally rejected under 35 U.S.C. 103(a) over the combination of Wong (20030149578) in view of Rivera et al. (US20020107699). In Applicants' previous response to the same rejection, Applicants argued that the combination of Wong and Rivera failed to disclose the claimed dictionary of translations that can be used to translate transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain. Applicants maintained that the translations disclosed in both Wong and Rivera are translations of the format of the information being processed, e.g. message format, and not of the information content i.e. the meaning or definition in the claimed dictionary for translating transitive (content) information.

In the present Final Rejection, last paragraph on page 3 in his response to Applicants' arguments, Examiner noted that limitations from the specification would not be read into the claims. Applicants' believe that the implication of Examiner's statement was that while the Applicants were arguing that the translations by Applicants' claimed dictionary were of content and the translations of the Wong reference were only of format, Applicants claims did not clearly make this distinction.

Accordingly, independent claims 1 and 24 have been amended the claims have been amended so that all of the claims define that the translations made in the claimed dictionaries translate the content of the transitive information. The present specification, page 7, lines 6-10 describes the translations done by the dictionaries and as an example, cites translations among part numbers used in each tier of the supply chain per order or per part. Part number translations represent translations of just content. On page 28, line 20 through page 29 line 3 of the specification, the information translated by the dictionary is further described to include the purchase order number, part number, invoice number, advances ship notice number, or any other number. Such numbers are clearly representative of the content of the information.

It should be noted that the distinction between content and form or format are well recognized in technology as well as in general discourse. Reference is made to the definition of the term "content" in the Microsoft Computer Dictionary, Fifth Edition, 2002, Microsoft Corp., Redmond Washington:

"...3. The 'meat' of a document as opposed to its format or appearance."

Reference is also made to the definition of content in the American Heritage Dictionary of the English Language, 1976, Houghton Mifflin Co., Boston MA:

"...3. The meaning or significance of a literary or artistic work as distinguished from its form.

Applications submit that the present amendment to the claims wherein the dictionary translates the content of the information will clearly distinguish over any translation done in either Wong or Rivera which only translate the format, and will place this Application in condition for allowance. Examiner is now respectfully requested to reconsider the final rejection, and to find this Application in condition for allowance.

Accordingly the rejection of amended claims 1-2, 4-7, 16-18, 24, and 31 under 35 U.S.C. 103(a) over the combination of Wong (20030149578) in view of Rivera et al. (US20020107699) is respectfully traversed.

Both the present invention and Wong broadly relate to systems through which business entities may acquire information relative to suppliers for the business entity. However, the objectives of Wong's system for accessing supplier information are very different from those of the present claimed invention.

The present invention, as defined in claim 1 and claims 2-23 which depend from claim 1, covers a system and method through which the business entity at the head of a supply chain can use aggregate information about supply conditions for parts procured by multiple tiers of suppliers for the business at the head. The invention provides the head with the ability to drill down to every level of the supply chain to monitor and review all activity. The head can pass through a direct supplier to all subsequent subcontractors to monitor all activity regarding the supplying of goods.

In order to implement this monitoring and review by the head entity, there must be a database including information from the sets of tiers of suppliers relating to two or more of the following: price, inventory, delivery schedules, backorders and supply interruptions, exceptional events, contracts, and past transactions, and a dictionary of translations that can be used to translate the content of transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain.

The basic reference: Wong appears to teach an intelligent procurement agent (IPA) that analyzes data controlled by a back-end office system to expose selected information to the trading parties. The IPA deploys intelligent business tools to improve

the success rate of problem resolution. The IPA processes exception events to manage procurement situations. These exception events are processed so that they may be encapsulated with appropriate ability to deploy corrective actions to entities such as suppliers via interactive messaging.

Wong fails to disclose a dictionary of translations that can be used to translate the content of transitive information in his database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain. The Examiner admits this on page 4 of the Office Action. Examiner tries to cure this defect in the teaching of the basic Wong reference by citing sections in Wong (0056, 0069, 0097, and 0717) discussing "translations", and then arguing that it would be obvious to combine Wong with the modifying Rivera Publication, which relates to "translations" to render the present invention unpatentable.

Applicants have submitted that the translations disclosed in both Wong and Rivera are translations of the format of the information being processed, e.g. message format, and not of the information content i.e. the meaning or definition in the claimed dictionary for translating transitive (content) information. Thus, there is clearly no need for any dictionary of translations

in Wong. It is significant to note that neither Wong nor Rivera even mention dictionary.

All of the citations of the Examiner in Wong (0056, 0069, 0097, and 0717) for "translations" are concerned with translations in the format of the message being transmitted. This has nothing to do with the present claimed dictionary of translations that can be used to translate i.e. define transitive content information in this database information from the various sets of tiers of suppliers.

Rivera et al. does not in any way make up for the deficiencies of the Wong. It is solely concerned with only translations in format. In Rivera the supplier and buyer exchange information through their respective back-end systems. In order to translate i.e. reformat data from the buyer to the supplier, the data manager first translates the data from the buyer-native format into an intermediate neutral format in which the data is stored. The data is then translated from the intermediate neutral format into a supplier-native format. Sections 0053-0055 in Rivera (cited by Examiner) describe a process of translating the buyer-native format into a neutral or industry standard format, e.g. XML (a standard Mark-up Language for formatting Internet-compatible documents and messages), and

then translating into supplier-native format through formatting maps.

Examiner tries to equate the neutral formatting in Rivera's translations with Applicants' claimed dictionary of translations that can be used to translate the content of transitive information in a database.

Applicants submit that this neutral formatting process of Rivera is not analogous or suggestive of a dictionary which translates the content of transitive information. Rivera's neutral formatting is only concerned with the translation of the form or appearance of the information. Rivera is unconcerned with the content of the information being reformatted. It is not seen how Rivera's reformatting translations could in any way be suggestive of a dictionary for translating the content of the transitive information between the various sets of tiers of suppliers for cross-tier communication in this extended supply chain.

Accordingly, it is submitted that independent system claim 1 and its dependent claims 2, 4-7, 16-18, as well as remaining system claims 3, 8-15, 19, and 21-23 that also depend from claim 1 are patentable under 35 U.S.C. 103(a) over the combination of Wong (20030149578) in view of Rivera et al. (US20020107699).

It is further submitted that independent method claim 24 and claims 25-37 which depend from claim 24 are also patentable under 35 U.S.C. 103(a) over the combination of Wong (20030149578) in view of Rivera et al. (US20020107699). Like the system claims, method claims 24-37 include a dictionary of translations that can be used to translate the content of transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain. For all of the same reasons set forth hereinabove with respect to claim 1, it is submitted that the combination of Wong in view of Rivera does not suggest a method through which the business entity at the head of a supply chain can use aggregate information about supply conditions for parts procured by multiple tiers of suppliers for the business at the head through the combination of a database including information from the sets of tiers of suppliers relating to: price, inventory, delivery schedules, backorders and supply interruptions, exceptional events, contracts, and past transactions through the use of a dictionary of translations that can be used to translate the content of transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain.

Specific Rejections with respect to Dependent Claims:

The rejection of claims 3, 21, and 28-29 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong and Rivera as set forth hereinabove further in view of Katz (US2003/0149578) is respectfully traversed. The Final Rejection states that while the Wong and Rivera combination does not teach a presentation element wherein aggregated information is presented, Katz discloses a method that enables suppliers to leverage enterprise and marketplace data in order to improve business decision making.

Applicants submit that they have established patentability over the basic combination of Wong and Rivera for independent claims 1 and 24 from which claims 3, 21, and 28-29 respectively depend. Thus, these dependent claims are submitted to be patentable.

The rejection of claims 8-10, 12-15, and 32-37 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong and Rivera as set forth hereinabove further in view of Johnson et al. (US2003/0023540) is respectfully traversed. These dependent claims are submitted to be patentable over the basic combination of Wong and Rivera for reasons established hereinabove for the

patentability of independent claims 1 and 24 from which these claims depend.

Likewise, the rejection of claim 11 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong, in view of Rivera as set forth hereinabove further in view of Johnson et al. (US2003/0023540), and still further in view of Dutta (US200300284700) is respectfully traversed. This dependent claim is submitted to be patentable over the basic combination of Wong and Rivera for reasons established hereinabove for the patentability of independent claim 1. Claim 11 derives its patentability from claim 1 from which it depends.

Also, the rejection of claims 19 and 25 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong, in view of Rivera as set forth hereinabove further in view of in view of Yehia et al. (US200200916140) is respectfully traversed.


These dependent claims are submitted to be patentable over the basic combination of Wong and Rivera for reasons established hereinabove for the patentability of respective independent claims 1 and 24. Claims 19 and 25 respectively derive their patentability from claims 1 and 24 from which the claims depend.

Lastly, the rejection of claims 22-23, 26-27, and 30 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong, in view of Rivera as set forth hereinabove further in view of Harm et al. (US2003/0040823) is respectfully traversed. These dependent claims are submitted to be patentable over the basic combination of Wong and Rivera for reasons established hereinabove for the patentability of respective independent claims 1 and 24. Claims 22-23, 26-27, and 30 also respectively derive their patentability from claims 1 and 24 from which theses claims depend.

In view of the foregoing, the Examiner is respectfully requested to enter the present Amendment, withdraw the Final Rejection, and find this Application to be in condition for allowance.

Respectfully submitted

Dated: July 6, 2007


Dane C. Butzer
Reg. No. 43,521

Swernofsky Law Group
P.O. Box 390013
Mountain View, CA 94039-0013
(650) 947-0700